



City of Bixby Bixby Public Works Authority Meeting Agenda

Monday, October 23, 2023

**Immediately Following the
City Council Meeting**

**City Hall Municipal Building
116 W. Needles Ave., Bixby,
OK 74008**

Public comments are limited to items on the agenda. Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Call to Order

Chairman

Roll Call

Shannon Duran, City Clerk

Consent Agenda

Secretary's Report

Consider and Approve:

- 1) Minutes for the Bixby Public Works Authority meeting dated 10/9/23.
- 2) Consider and/or approve surplus equipment for various departments. (BPWA's portion).
- 3) Consider and/or take action on the approval and authorization for the Mayor to sign a Shared Utility Billing Agreement with Rural Water District No. 6 Okmulgee County.

Regular Agenda

- 1) New Business
In accordance with the Open Meeting act, Title 25 O.S. § 311.A.10, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.
- 2) Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of October 20, 2023, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Gladys Gill
Assistant City Clerk

Note: All cell phones and pagers must be turned off or operated silently during all meetings.

21 O.S. Section 280 provides the following: A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business, agency operations or any employee, agent, official or representative of the state. B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials, employees, agents or representatives or used in any manner to conduct state business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel. C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term Oklahoma Statutes - Title 21. Crimes and Punishments Page 94 of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment. D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

For Special Accommodations

Persons who require a special accommodation to participate in this meeting should contact City Clerk, Shannon Duran: 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email [City Clerk, Shannon Duran](mailto:sduran@bixbyok.gov) (sduran@bixbyok.gov), as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf may contact Oklahoma Relay at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

Bixby Public Works Authority Meeting Minutes

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
October 9, 2023 at 6:00 PM

Call to Order

Mayor Guthrie called the meeting to order at 6:10 pm.

Roll Call

Consent Agenda

- 1) Approve Bixby Public Works Authority Minutes dates 09/25/23.
- 2) Public notice schedule of the Bixby Public Works Authority meeting for calendar year 2024.
- 3) Consider and/or approve a contract for an annual subscription to Neptune 360 for AMR readers in the amount of \$13,850.00.
- 4) Discuss and/or approve purchasing a Kubota U17VR1 Mini-Excavator for the Water Dept. in the amount of \$28,792.47 from Stewart Martin Kubota.

Mayor Guthrie said Item 1-4 on the Consent Agenda is up for discussion and consideration.
Others who spoke: Bea Aamodt, Jared Cottle, and John Wood

Councilor Girard requests to pull item 4 for further discussion. Public Works Director Bea Aamodt spoke on this item. Discussions were held as to the need for a Kubota Mini-Excavator for the Water Department. Councilor Girard inquires as to Item 8 on the regular City Council Agenda for a mini excavator in the amount of \$34,798.25 and the water purchase for another excavator in Item 4. Bea advises the council that one is for the Cemetery and one for the Water Department. Councilor Girard inquires if the excavator can be shared. Bea advises the council that they cannot be shared. One is through Public Works funding and the other is through the Water Department.

The Parks Department has a water leak on a daily basis and it would make it difficult for them to share an excavator. Councilor Girard inquires if it would be cost-effective to rent one on a daily basis. John Wood advises the council that he has spent out of the budget over \$2000 in the past two months on a rental of the excavator. It would be more cost-efficient to purchase vs. rent. John Wood, Parks Director, advises the council it could save work hours by having an excavator due to the fact it takes hours to dig by hand. Councilors agree that the other excavator was approved and suggest that in the future staff look into sharing between departments if possible. The council states this purchase is within the budget.

Mayor Guthrie asks for a motion to approve items 1-4. Councilor Revelis made a motion to approve, seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried:5-0

Ayes: Girard, Founds, Revelis, Hirshey, Guthrie

Nays: 0

Regular Agenda

1) New Business

In accordance with the Open Meeting act, Title 25 O.S. § 311.A.10, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.

2) Adjournment

An adjournment was called at 6:21 pm

Mayor

City Clerk

Consent Agenda Item Commentary

Item Title

Consider and/or approve surplus equipment for various departments. (BPWA's portion).

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background

This is to surplus unusable equipment so that it can be properly disposed.

Exhibits

1. Surplus List 2023

Key Issue

Surplus equipment for proper disposal.

Council Action

Approve or deny

Recommendation

Approve

Item No: 2.**Meeting Date**

October 23, 2023

Meeting

20231023 Bixby Public Works Authority Agenda

Item	Description	Quantity
Truck crane	freecranespecs.com/Stellar-6620	1
Vehicle	2008, Ford F-250, 4x4 V-8	1
Vehicle	2014, Ford F-150, 4x4 V-8	1
Bricks	Red, approx 80 pieces	
Crack sealer	2015, Cimline Magma 230	1
Snow plow	Snow Dogg cm-100 vx-85 vx-95 elec/hyd	3
Vehicle	Toro Workman MD (with cab) 2012, Model # 07279	1
Vehicle	Toro Workman MD (without cab) 2012, Model # 07279	1
Vehicle	2012, Chevrolet Colorado, 4x4	1
Vehicle	2005, Dodge 2500 Pickup	1
Vehicle	2015, Dodge Charger	1
Vehicle	2014, Dodge Charger	1
Vehicle	2014, Dodge Charger	1
Vehicle	2009, Crown Victoria	1
Router	Netgear MR1100 Hotspot	45
Body Mics	Body mics with charging bases	
Fingerprint Reader	Digital persona 4500 fingerprint reader	6
Fingerprint Reader	Futronic fingerprint reader model FS-88	15
Speed Trailer		1
Radio	P7300 radio	21
Battery	Lithium ion battery	23
Lapel Mics		11
Radio Charger	6 Bay radio charger	1
Cables	Box of misc cables/wires	
Printers	Brother printers	

Department	VIN	Serial Number	Current Location
Water Works			
Water Works	1FDNF21508EB07666		
Water Works	1FTFX1EF8EKD62744		
Water Works			
Water Works	1G9241520FM119123		
Water Works			
Parks		312000529	
Parks		312000547	
Parks	1GCHTCFE3C8148681		
Police	3D7KS28C45G861610		
Police	2C3CDXATXFH890471		Comm Center
Police	2C3CDXAT3EH350426		Comm Center
Police	2C3CDXAT8EH191015		Comm Center
Police	2FAHP71V49X109129		Comm Center
Police			Police Department
Police			Police Department
Police			Police Department
Police			Police Department
Police			Comm Center
Police			Police Department
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Disposal Type
Auction
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Item	Description	Quantity	Department
Dell desktops		81	IT
Computer keyboards w/ mouse		40	IT
Printers	Brother or HP	16	IT
Computer monitors		35	IT
Computer server		5	IT
Projector		2	IT
Smart board		1	IT
Plotter printer	HP	1	IT
Scanner	Fuji	1	IT
Tri-pod		1	IT
Cables	Large tote of misc cables	5	IT
Chairs		6	IT

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on the approval and authorization for the Mayor to sign a Shared Utility Billing Agreement with Rural Water District No. 6 Okmulgee County.

INITIATOR: Bea Aamodt, Director

STAFF INFORMATION SOURCE: Bea Aamodt, Director

BACKGROUND: The City of Bixby will provide sanitary sewer service to Bixby residents receiving water service from Rural Water District No. 6 Okmulgee County. For the residents receiving sewer service, the RWD has agreed to provide water usage to the City of Bixby, which the Water Department will use to bill for sewer usage. Staff requests approval of the Shared Utility Billing Agreement and authorization for the Mayor sign the Agreement.

EXHIBITS: Shared Utility Billing Agreement

KEY ISSUE: Sewer billing for Bixby Residents within Okmulgee County RWD No. 6's Service Area

COUNCIL ACTION: Approve Agreement and Authorize the Mayor to sign

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 10-23-2023

MEETING: BPWA

Utility Billing Agreement

This Agreement (this “**Agreement**”), dated as of the 12th day of October 2023 (the “**Effective Date**”), is by and between Rural Water District No. 6 Okmulgee County, Oklahoma, an agency of the State of Oklahoma (“**Okmulgee-6**”) and The City of Bixby, Oklahoma, an Oklahoma municipality (“**Bixby**”) and together with Okmulgee-6, the “**Parties**”, and each a “**Party**”).

WHEREAS Okmulgee-6 provides and bills for water service to properties within the Bixby Fence Line; and

WHEREAS Bixby desires to bill said customers separately for sewer services provided by Bixby, hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Okmulgee-6 and Bixby agree as follows:

Definitions: The term “sewer” as used in this Agreement shall also mean, include and apply to “ambulance” and “storm water.” The term “sewer customer” as used in this Agreement shall also mean, include and apply to “ambulance customer” and “storm water customer.” The term “sewer service” as used in this Agreement shall also mean, include and apply to “ambulance service” and “storm water service.” The sole exception to the foregoing, is that any adjustment provided for in Section 29 of this Agreement for water service, shall only apply to or impact sewer charges and adjustment to water billings as permitted in Section 29, shall not function to alter fixed fees associated with ambulance and storm water charges.

1. Services. Okmulgee-6 shall provide to Bixby the services (the “**Services**”) set out in Exhibit A attached to this Agreement. To the extent there is any conflict between the terms of this Agreement and Exhibit A, the terms of Exhibit A shall control.

2. Okmulgee-6 Obligations. Okmulgee-6 shall:

2.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following positions: (a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the “**Okmulgee-6 Contract Manager**”). (b) A number of employees (one or more at Okmulgee-6’s discretion and which can also consist of the Okmulgee-6 Contract Manager) that it deems sufficient to perform the Services, (collectively, with the Okmulgee-6 Contract Manager, “**Provider Representatives**”).

2.2 Maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term and upon Bixby’s written request, Okmulgee-6 shall allow Bixby or Bixby’s representative to inspect and make copies of such records in connection with the provision of the Services; provided that Bixby provides Okmulgee-6 with at least ten (10) business days advance written notice of the planned inspection and any such inspection shall take place during regular business hours and any such inspection shall occur no more than once per year.

3. Bixby Obligations. Bixby shall:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Bixby Contract Manager**”), with such designation to remain in force unless and until a successor Bixby Contract Manager is appointed.

3.2 Require that the Bixby Contract Manager respond promptly to any reasonable requests from Okmulgee-6 for instructions, information, or approvals required by Okmulgee-6 to provide the Services.

3.3 Cooperate with Okmulgee-6 in its performance of the Services.

4. Omitted

5. Limited Warranty and Limitation of Liability.

5.1 Okmulgee-6 warrants that it shall perform the Services: (a) In accordance with the terms and subject to the conditions set out in Exhibit A. (b) Using personnel of commercially reasonable/industry standard/required skill, experience, and qualifications. (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 OKMULGEE-6 MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Omitted.

7. Omitted.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of one year, unless sooner terminated pursuant to Section 8.2 or Section 8.3. This Agreement shall renew and be extended in one year increments, unless either party issues a notice to the other, of non-renewal, not less than 180 days prior to the expiration of each anniversary of the Effective Date.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”) if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL OKMULGEE-6 BE LIABLE TO BIXBY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE

WAS FORESEEABLE AND WHETHER OR NOT OKMULGEE-6 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL OKMULGEE-6'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE TIMES THE AGGREGATE AMOUNTS (NAMELY EQUAL TO THE AMOUNTS) PAID OR PAYABLE TO OKMULGEE-6 PURSUANT TO THIS AGREEMENT FOR THE ONE MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Omitted.

11. Entire Agreement. This Agreement, including Exhibit A constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

12. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, and if the parties are unable to reach such an agreement to modify this Agreement, then the Court shall have the power to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise

thereof or the exercise of any other right, remedy, power or privilege.

16. Omitted.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Okmulgee-6 shall be under its own control, Bixby being interested only in the results thereof. The Okmulgee-6 shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Bixby the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Bixby's final approval and shall be subject to the Bixby's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries. Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Oklahoma, United States of America (including its statutes of limitations and applicable state choice of law statutes) without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Oklahoma.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, arising from this Agreement, in any forum other than U.S. District Court for the Northern District of Oklahoma or, if such court does not have subject matter jurisdiction, the courts of the State of Oklahoma sitting in Tulsa County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in said courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Omitted.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 12, a signed copy of this Agreement delivered by facsimile, email, or

other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Force Majeure. The Okmulgee-6 shall not be liable or responsible to Bixby, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Okmulgee-6 including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Bixby shall be entitled to give notice in writing to Okmulgee-6 to terminate this Agreement.

25. Indemnity. Bixby agrees to indemnify, defend and hold Okmulgee-6 harmless from the claims of any sewer customer of Bixby which arises from or related to any usage reports issued by Okmulgee-6 or related to any sewer service provided by Bixby. Bixby agrees to reimburse Okmulgee-6 for any costs, including attorney fees incurred by Okmulgee-6 related to any claim arising out of or related to any usage reports issued by Okmulgee-6 to Bixby, or related to any claim arising out of or related to any sewer service provided by Bixby.

26. Collections. Okmulgee-6 shall have no obligation or responsibility to enforce or collect any obligation owed Bixby by any person or entity, including but not limited to any obligation reflected on any billing statement issued by Okmulgee-6 pursuant to this Agreement. Bixby shall have the sole and exclusive responsibility to enforce and collect any sums due Bixby from any Bixby sewer customer.

27. Notice of Errors. Bixby shall, within 30 days of receipt of usage reports generated by Okmulgee-6, inform Okmulgee-6 in writing (using the notice provisions contained in this Agreement) of any billing errors committed by Okmulgee-6, including but not limited to errors in the volume of water billed which may correspondingly impact the sewer portion of the bill, errors in the amount billed for sewer caused by any circumstance including but not limited to computational errors, failure to bill a water customer for which Okmulgee-6 was provided proper notice, or any other errors. If Okmulgee-6 does not receive in writing notice as described in the preceding sentence by Bixby that any of the matters/issues/errors, etc. described in the preceding sentence issued or calculated by Okmulgee-6 contains any errors, then in all respects between Bixby and Okmulgee-6 only, such reports and calculations shall be deemed for all purposes, to be correct, and Okmulgee-6 shall have no obligation to correct said errors, and take any other action associated with any error.

28. Termination Without Cause. Notwithstanding any provision contained in this Agreement to the contrary, Bixby and Okmulgee-6 shall each have the right to terminate this Agreement without cause, upon 180 days advance notice to the other, following the notice procedures contained in this Agreement.

29. Adjustment of Water Bills. Okmulgee-6 shall have the sole and exclusive right to adjust water bills to its customers in any manner that Okmulgee-6 deems appropriate, including but not limited to adjustments associated with a water leak. Bixby agrees that it shall not make any claim against Okmulgee-6 arising out of, related to or resulting from any adjustment made by Okmulgee-6 to water bills issued by Okmulgee-6 which have a negative or positive impact on Bixby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

City of Bixby, Oklahoma

By _____

Name:

Title: Mayor

Address for Notice (mailing address, fax number
telephone number and email address):

Rural Water District No. 6, Okmulgee County,
Oklahoma

By _____

Name:

Title: President of the Board

Address for Notice (mailing address, fax number
telephone number and email address):

RWD #6 OKmulgee Co.
PO Bx 340
Mounds, OK 74047
918.827.6350 P
918.827.3077 F
jancrwd6@gmail.com

EXHIBIT A

1. Okmulgee-6 agrees in conjunction with billing its own water customers, to provide Water Usage Report for all customers to Bixby on the 1st of each month.
2. Bixby shall provide, using the notice procedure specified in this Agreement, to Okmulgee-6, the Plats of Subdivisions and any unplatted properties of Bixby's sewer customers for which said customers also receive water service from Okmulgee-6 but as to no other customer. Okmulgee-6 shall not be responsible to provide water usage reports for any Bixby sewer customer for which said customer does not receive water service from Okmulgee-6. Okmulgee-6 shall, within 30 days prior to the issuance of any billing statement by Bixby, provide updated information to Bixby regarding the name, identity and address of any Okmulgee-6 water customer who is also a sewer customer of Bixby. The Parties agree to exchange, on an ongoing basis as circumstances change, their customer lists and approved Plats in order to assist both Parties in determining which customers receive water service from Okmulgee-6 and also receive sewer service from Bixby. Bixby shall provide in writing to Okmulgee-6, any changes or additions to Bixby's sewer customers within 10 days of any such change or addition.
3. Okmulgee-6 shall have no obligation to provide usage reports for any water amounts which accrued prior to the date on which Bixby provided to Okmulgee-6 any information regarding any Bixby sewer customer.
4. Okmulgee-6 shall have no obligation to terminate water service for customers which have failed to pay for sewer charges.
5. Okmulgee-6 shall provide to Bixby Water Usage Reports on the 1st of each month in electronic format, preferably an Excel Spreadsheet. Such Reports may be transmitted to Bixby by email and/or download link. Bixby shall acknowledge receipt of said copies within 24 hours of their receipt.
6. At Bixby's request and auditing purposes, Okmulgee-6 shall provide to Bixby copies of all billing statements issued at any given month in either paper or electronic format, at Okmulgee-6's sole and exclusive option. Such copies may be transmitted to Bixby by mail, fax, email, and/or download link. Bixby shall acknowledge receipt of said copies within 24 hours of their receipt.